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SOLICITATION, OFFER AND AWARD

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1. This contract is a rated order under DPAS (15 CFR 700) RATING:

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2. CONTRACT NO.

3. SOLICITATION NO.

RFP-OPPEP-00-1010DL

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4. TYPE OF SOLICITATION

☐ SEALED BID (IFB)

☒ NEGOTIATED (RFP)

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5. DATE ISSUED

08/04/00

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6. REQUISITION/PURCHASE NO.

N/A

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7. ISSUED BY CODE:

USDA, Office of Procurement,  
Property, & Emergency Prep.  
1400 Independence Ave, SW  
Washington, DC 20250-9852

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8. ADDRESS OFFER TO

(If other than Item 7)

USDA, Office of Procurement,  
Property, & Emergency Prep.  
300 7th Street, SW, Room 377  
Washington, DC 20024

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NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

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SOLICITATION

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9. Sealed offers in original and two copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Block 8, until 3:00 p.m. local time on 09/05/00.

CAUTION--LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

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10. FOR INFORMATION CALL:

A. NAME:  
Donna Lester

B. TELEPHONE NO.  
(Include Area Code)  
(NO COLLECT CALLS)  
202-720-1540

C. E-MAIL ADDRESS  
donna.lester@usda.gov

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EXCEPTION TO STANDARD FORM 33 (REV.9-97)

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Prescribed by GSA  
FAR (48 CFR 53.214(c))

SOLICITATION, OFFER AND AWARD

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	____ CALENDAR DAYS
_____ %	_____ %	_____ %	_____ %

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

EXCEPTION TO STANDARD FORM 33 (REV. 9-97)

SOLICITATION, OFFER AND AWARD

15A. NAME AND ADDRESS OF OFFEROR	CODE   _____	FACILITY   _____	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or Print)
15B. TELEPHONE NO. (Include Area Code)			17. SIGNATURE
15C. [ ] CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  [ ] 10 U.S.C. 2304(c)( )                      [ ] 41 U.S.C. 253(c)( )		
23. SUBMIT INVOICES TO ADDRESS SHOWN IN --> (4 Copies unless otherwise specified)		ITEM See G.3
24. ADMINISTERED BY                      CODE   _____ (If other than Item 7)  USDA, Office of Procurement, Property, & Emergency Prep. 1400 Independence Ave, SW Washington, DC 20250-9852	25. PAYMENT WILL BE MADE BY CODE   _____  USDA, OCFO National Finance Center P.O. Box 60,000 New Orleans, LA 70160	
26. NAME OF CONTRACTING OFFICER  (Type or Print)	27. UNITED STATE OF AMERICA  Signature of Contracting Officer	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26,  
or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33

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## PART I - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 Time-and-Materials Rates

Time-and-Materials hourly rates stated in this contract are fully loaded (i.e., fixed hourly rates that include wages, overhead, general & administrative expenses, and profit). Other direct costs, which includes materials and travel, shall be reimbursed at cost and shall be non-fee bearing.

## B.2 Base Period (October 1, 2000 through September 30, 2001)

CLIN	DESCRIPTION	EST. HOURS	HOURLY RATE	TOTAL PRICE
1001	Sr. Network Engineer	1040		
1002	Network Engineer	4160		
1003	Jr. Engineer	4160		
1004	Technical Writer	1560		
1005	Other Direct Costs - Not-to-exceed			\$18,000.00

## B.3 Option Period I (October 1, 2001 through September 30, 2002)

CLIN	DESCRIPTION	EST. HOURS	HOURLY RATE	TOTAL PRICE
2001	Sr. Network Engineer	1040		
2002	Network Engineer	4160		
2003	Jr. Engineer	4160		
2004	Technical Writer	1560		
2005	Other Direct Costs - Not-to-exceed			\$18,000.00

## B.4 Option Period II (October 1, 2002 through September 30, 2003)

CLIN	DESCRIPTION	EST. HOURS	HOURLY RATE	TOTAL PRICE
3001	Sr. Network Engineer	1040		

3002	Network Engineer	4160		
3003	Jr. Engineer	4160		
3004	Technical Writer	1560		
3005	Other Direct Costs - Not-to-exceed			\$18,000.00

## B.5 Option Period III (October 1, 2003 through September 30, 2004)

CLIN	DESCRIPTION	EST. HOURS	HOURLY RATE	TOTAL PRICE
4001	Sr. Network Engineer	1040		
4002	Network Engineer	4160		
4003	Jr. Engineer	4160		
4004	Technical Writer	1560		
4005	Other Direct Costs - Not-to-exceed			\$18,000.00

## B.6 Option Period IV (October 1, 2004 through September 30, 2005)

CLIN	DESCRIPTION	EST. HOURS	HOURLY RATE	TOTAL PRICE
5001	Sr. Network Engineer	1040		
5002	Network Engineer	4160		
5003	Jr. Engineer	4160		
5004	Technical Writer	1560		
5005	Other Direct Costs - Not-to-exceed			\$18,000.00

## B.7 AGAR 452.216-73 MINIMUM AND MAXIMUM CONTRACT AMOUNTS

During the period specified in FAR clause 52.216-18, ORDERING, the Government shall place orders totaling a minimum of \$50,000, but not in excess of \$3,600,000.

## B.8 AGAR 452.216-74 CEILING PRICE (FEB 1988)

The ceiling price of this contract is \$ \_\_\_\_\_. The Contractor shall not make expenditures or incur obligations in the performance of this contract which exceed the ceiling price specified herein,



except at the Contractor's own risk.

\*To be determined at time of award.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****SUPPORT FOR  
USDA NETWORK ENGINEERING DIVISION  
ANALYSIS AND DESIGN FUNCTIONS****1. INTRODUCTION**

The U.S. Department of Agriculture (USDA), Office of the Chief Information Officer, Network Engineering Division conducts measurement and analysis studies of network resource requirements for USDA and other Government agencies. The Division is funded through reimbursable agreements with the organizations requiring the studies. The studies can include:

- Baseline of the Application and/or Network
- Network Traffic Analysis
- Application Traffic Analysis
- Capacity Studies
- Design Alternatives

The Network Engineering Division (NED) requires technical assistance in conducting these analyses.

**2. BACKGROUND**

The NED conducts studies of network resource needs for application developers, network support organizations, and other components of USDA and other Government agencies. The objective of these studies is to assist agencies in the deployment of new applications, identify network needs, and find better networking solutions. These studies are requested and funded by the agencies needing the information. The number and scope of the projects is unknown.

In support of the NED functions, specific tasks are required to analyze the client data networks and design the selected alternative for implementation. NED has developed the Geographic Network Analysis Process (GNAP V2) to analyze networks and network applications, determine the network requirements, and design solutions. GNAP embraces the concepts described as Network Resource Planning (NRP<sup>TM</sup>).<sup>1</sup> NED uses the Make Systems Inc., NetMaker XA<sup>TM</sup> (and the recently released NetMaker MainStation<sup>TM</sup>) software as a primary tool in conducting GNAP. (References to NetMaker XA<sup>TM</sup> in this SOW also mean NetMaker MainStation<sup>TM</sup>.)

NED studies have included objectives of network design improvement, requirement

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<sup>1</sup> Clewett, Franklin, McCown; Network Resource Planning for SAP R/3, BAAN IV, and PeopleSoft, McGraw-Hill, 1998

identification and quantification, application deployment planning, and problem identification and resolution. The tasks required in the statement of work are a part of each of these types of studies.

### **3. STATEMENT OF WORK**

This Statement of Work (SOW) presents the functional requirements and associated deliverables necessary to support the expected workload of the NED. The work will utilize the USDA Geographic Network Analysis Process (GNAP V2), and the following commercial systems: Make Systems' "Network Resource Planning<sup>TM</sup>" process, "NetMaker XA<sup>TM</sup>" and "NetMaker MainStation<sup>TM</sup>", Optimal Networks' "Application Expert<sup>TM</sup>", Network Associates "Sniffers<sup>TM</sup>", Visual Networks' "Visual UpTime<sup>TM</sup>", and Adtech's "SX<sup>TM</sup> Data Link Simulators".

The work will be performed in Fort Collins, Colorado. Contractor personnel will work in the NED office. Some work may be performed at the contractor's facilities. NED will work with the customer to establish network access capabilities prior to the start of any task.

Some travel may be necessary to acquire the specific baseline data to perform network design and to perform pilot tests. This travel, if necessary, will be to USDA and other Government office locations within the 50 states.

The Contractor shall perform the following mandatory tasks as required by the individual projects. Task orders will be issued for each project NED performs.

**4.3 Baseline of Data Networks:** The Contractor shall discover and collect, or assist NED staff in collecting, the physical baseline information about the data networks included in the studies. The contractor shall update existing physical baseline data, if any, to reflect the current state of those networks. All sources of information shall be included to provide a comprehensive description of the networks. Some examples include:

- a) Existing network baseline database.
- b) Discovery and baseline data as collected by NetMaker XA<sup>TM</sup>.
- c) Additionally compiled network information (existing databases that support other telecommunications efforts; e.g. billing data).

**5.3 Network Level Traffic Studies of Data Networks:** The Contractor shall review and update, or assist NED staff in updating, the baseline information about all data traffic for the subject networks as required for the studies. All sources of information shall be included to provide a comprehensive description of the traffic.

The traffic studies will follow the NED methodology for continued automated traffic monitoring. The contractor shall enter this information into the Physical Baseline Definition, as part of the NetMaker XA<sup>TM</sup> model, and establish an SNMP traffic

utilization baseline. This process will identify busy hour patterns system wide, as well as per time zone and per link. The contractor shall map the busy hour traffic utilization to the SNMP discovered network. The contractor shall prepare reports detailing when the system and the individual links are most heavily utilized.

The information from the physical baseline and traffic analysis and following the design process documented in the NED Network Design Process (GNAP V2.0), shall determine the current utilization, cost, and performance characteristics.

**6.3 Application Level Traffic Study of Data Networks:**

The Contractor shall conduct, or assist NED staff in conducting, application level traffic studies as required. The tasks include configuring probes (Network General Sniffer<sup>TM</sup>), collecting probe data, importing data to NetMaker XA<sup>TM</sup>, maintaining a probe data database, and analysis of the data.

This task shall be performed following the process documented in the USDA Network Design Process (GNAP V2.0). It shall include the identification of locations for probe placement, preparation and set-up of probes, data collection, traffic mapping, profiling and analysis.

**7.3 Support the Modeling of Data Networks:** The Contractor shall generate, or assist NED staff in generating, network and application models using the NetMaker XA<sup>TM</sup> tool. The contractor will maintain the models and produce design alternatives. The resulting network models and designs should provide improved performance, survivability, or reduce the overall costs as measured against the existing baseline. NED will define the objectives and constraints based upon client's requirements.

**8.3 Documentation of the Projects:** The contractor shall record and document the project plans, execution, and results of each project. The contractor shall formalize and complete the documentation and reports to clients for each project. The documentation shall take the form of electronic and paper records. The contractor shall maintain the project plans using the USDA designated planning tools. The plan shall be updated weekly or as changes are required. The contractor shall develop bi-weekly and monthly status reports on the projects and prepare presentations for use by project team members.

**9.3 Evaluation of Products and Services:** The contractor shall conduct and assist NED staff in reviews and evaluations of services, tools and technologies as identified by the various projects. These analyses may be for customer requirements or to improve NED capabilities.

**10.3 Telecommunications Consulting:** The contractor shall conduct or assist NED staff in reviews of processes, procedures, or technologies as identified by the various projects.

These analyses will generally be for determining the effectiveness, and making recommendations for changes and improvements, or for new systems implementations.

#### **4. DELIVERABLES AND DUE DATES**

The Contractor shall submit the deliverables for each project to the Contracting Officer and the Contracting Officer's Technical Representative. Specific deliverable due dates for each product are subject to change dependent on the actual progress of the project and dependent on the extent and impact of Government comments to draft reports.

The NED works on a project plan basis with its workload billable to the customer organizations. The contractor shall have a reporting process which tracks the hours expended to the various NED projects. The contractor shall report time and costs on a per project basis.

Generally, the deliverables for each project will be identified in the individual project requirements. Typically they will require:

**11.3 Baseline Analysis of Client Data Networks:** The contractor shall demonstrate that the NetMaker XA<sup>TM</sup> workstation is populated with an accurate network baseline model by producing maps, reports, or other descriptive material that depicts the current or baseline for the subject data networks. The contractor shall prepare a report for NED and clients of the data networks in the time frames required by the projects. These reports shall include current cost and performance information that will be used to measure network improvements following implementations. Typical deliverables include:

- Populated NetMaker XA<sup>TM</sup> Workstation with baseline data
- Populated NetMaker XA<sup>TM</sup> Workstation with SNMP traffic demand data
- Reports presenting the baseline and traffic demand information, cost, performance, and survivability analysis of all baseline information contained within the NetMaker XA<sup>TM</sup> model of subject networks.
- Router status report showing quantities, makes and models, distribution by agency, number of interfaces and software levels installed vs. supported).
- Formal briefings for client management personnel presenting the results of the baseline analysis.

**12.3 Traffic Analysis of Data Networks:** The Contractor shall demonstrate that the NetMaker XA<sup>TM</sup> workstation is populated with an accurate traffic demand model by producing maps, reports, or other descriptive material that depicts the current traffic baseline for client data networks. The Contractor shall prepare reports for client managers showing the utilization information as required. Typical deliverables include:

- Populated USDA NetMaker XA<sup>TM</sup> Workstation with application level traffic demand data.

- Report presenting the traffic demand information contained within NetMaker XA™ model of client networks.
- A detailed router status report showing quantities, makes and models, number of interfaces, and software levels (installed vs. supported).
- Formal briefing for USDA and other Government management personnel presenting the results of the application level traffic study.

**4.3 Application Level Traffic Studies of Data Networks:** The contractor shall produce and maintain a database of all data collected for the application level traffic studies. The contractor shall document the configuration management activities as they occur. The contractor shall produce a monthly status report detailing the functions performed, the size and location of all data files, and any problems encountered.

**4.4 Modeling of Data Networks:** The contractor shall use the NetMaker XA™ software to produce models of network alternatives. Typically, several alternative designs required with differing constraints. The design alternatives and documentation shall be documented as required by the individual projects.

**4.5 Documentation of the Projects:** The contractor shall document the data, databases, and support activities. These documents shall be reviewed and updated as required by the individual projects. The contractor shall document the processes for each of the tasks. The contractor shall contribute to the NED weekly project status reports. This shall include activities and tasks accomplished, problems encountered, and resolution for each project. The contractor shall prepare and deliver all project reports in the NED standard format.

**4.6 Evaluation of Products and Services:** The contractor shall document and deliver formal reports on the findings of each analysis. These reports shall be delivered in accordance with the requirements of each individual task.

**4.7 Telecommunications Consulting:** The contractor shall document and deliver formal reports on the findings of each analysis. These reports shall be delivered in accordance with the requirements of each individual task.

## **5. PERFORMANCE STANDARD**

All deliverables shall be due as specified. The contractor shall meet the delivery dates as specified in the individual project plans. The Government will review each deliverable within **10 days** of receipt. The government will comment and may require modification clarifications and/or additions. The revised document(s) will be due within **10 days** of notification of the required changes. In addition, the contractor will provide an oral report to

the government with each deliverable.

All drafts and final documentation submitted under deliverables (Section 3.) shall be provided in hard copy and either Microsoft Word (current NED version), Microsoft Power Point (current NED version) (on 3.5", 1.44 Mb diskette). One hard copy of each deliverable shall be provided to the contracting officer with one original and two copies and electronic version submitted to the Project Manager identified below.

## **6. CONTACTS**

### Contracting Officer

Donna Lester

USDA, Office of Procurement, Property & Emergency Preparedness  
Procurement Operations Division  
1400 Independence Ave. SW  
Washington, D.C. 20250-9852  
(202) 720 1540

### Project Manager

Thomas N. Tokos

USDA/OCIO  
Network Engineering Division  
2150 Centre Ave, Bldg A, Suite 210  
Fort Collins, Colorado 80526  
(970) 295 5310

SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION



## SECTION E - INSPECTION AND ACCEPTANCE

## E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.arnet.gov/far](http://www.arnet.gov/far)

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996
52.246-6	INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR	JAN 1986

E.2 AGAR 452.246-70 INSPECTION AND ACCEPTANCE  
(FEB 1988)

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

(b) Inspection and acceptance will be performed at:

USDA, OCIO, Network Engineering Division  
2150 Centre Ave, Bldg A, Suite 210  
Fort Collins, CO 80526

## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.arnet.gov/far](http://www.arnet.gov/far)

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989

## F.2 AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988)

The period of performance of this contract is from 10/01/00 or within two weeks from date of award through 9/30/05, if all options are exercised.

## SECTION G - CONTRACT ADMINISTRATION DATA

## G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

Upon issuance of contract award, the contractor will be provided written notice of the person designated by the Contracting Officer as the Contracting Officer's Technical Representative for that task and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance shall the Contracting Officer's Technical Representative be delegated authority to order any change in the contractor's performance which would affect cost.

## G.2 COTR DUTIES/RESPONSIBILITIES

The COTR will monitor the contractor's performance under this contract using the criteria Specified in each Task Order. In addition, the COTR will observe operations as required, and provide assistance to the contractor in coordinating services with Government personnel. The COTR may not make changes in the contract which affect price, quality, quantity or time for completion.

The performance of the work required under this contract shall be subject to the technical direction and surveillance of the COTR.

As used herein "technical direction" is direction to the Contractor which fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to accomplish the contract statement of work. For the technical direction to be valid it must be within the following delegation of authority limitations:

- a) Must be consistent with the statement of work set forth in this contract and in the applicable task order;
- b) Must NOT constitute new assignment of work or change to the expressed terms, conditions or other provisions incorporated into this contract, including any change that effects quantity, quality time for delivery, travel, etc.;
- c) Must NOT constitute a basis for any increase or decrease in quality or schedule; and
- d) Must NOT relax any requirement in the contract.

## G.3 INVOICE SUBMITTAL INSTRUCTIONS

The contractor shall submit four (4) copies of their invoice to the following address:

G.3 (Continued)

USDA, OPPEP, POD  
Attn: Donna Lester  
1400 Independence Ave, SW  
Mail Stop 9852  
Washington, DC 20250-9852

Invoices shall be submitted in accordance with clause 52.232-25  
"Prompt Payment."

G.4 TASK ORDER INSTRUCTIONS

(a) Task orders shall be issued against this contract by an  
authorized contracting officer of the following organization:

USDA, Office of Procurement, Property, & Emergency  
Preparedness  
Procurement Operations Division  
1400 Independence Ave, SW  
Washington, DC 2025-9852

(b) Task orders will be issued when projects are assigned to the  
Network Engineering Division. The task orders will include the  
client approved project plan. Task orders for existing projects  
will be issued with the award of the contract which is anticipated  
to occur on or about October 1, 2000.

(c) Task orders will be issued by the contracting officer when  
verification of applicable approvals (i.e., waiver to information  
technology moratorium, contractor advisory and assistance services  
approval, etc.) has been obtained.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 AGAR 452.215-73 POST AWARD CONFERENCE (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 5 days after the date of contract award. The conference will be held at:

USDA, OCIO, Network Engineering Division  
2150 Centre Ave, Bldg A, Suite 210  
Fort Collins, CO 80526

H.2 AGAR 452.224-70 CONFIDENTIALITY OF INFORMATION  
(FEB 1988)

- (a) Confidential information, as used in this clause, means--
- (1) information or data of a personal nature, proprietary about an individual, or (2) information or data submitted by or pertaining to an organization.
- (b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.
- (c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.
- (d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- (e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

## H.2 (Continued)

- (f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the Contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.
- (g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.
- (h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

H.3 AGAR 452.228-71 INSURANCE COVERAGE (NOV 1996)  
ALTERNATE I (NOV 1996)

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- (a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.
- (b) General Liability.
  - (1) The Contractor shall have bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.
  - (2) The Contractor shall have property damage liability

## H.3 (Continued)

insurance shall be required in the amount of \$0 per occurrence.

- (c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.
- (d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

## H.4 AGAR 452.237-74 KEY PERSONNEL (FEB 1988)

- (a) The Contractor shall assign to this contract the following key personnel:

- Sr. Network Engineer
  - Network Engineer
  - Jr. Engineer
  - Technical Writer

- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on

## H.4 (Continued)

substitutions. The contract will be modified to reflect any approved changes of key personnel.

H.5 AGAR 452.237-75 RESTRICTIONS AGAINST DISCLOSURE  
(FEB 1988)

- (a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.
- (b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

## H.6 DESCRIPTION OF LABOR CATEGORIES

## (A) SR. NETWORK ENGINEER

Minimum/General Experience: 5 or more years experience in the telecommunications industry.

Functional Responsibility: Evaluates, designs and maintains existing or proposed telecommunication (data, voice, and video) systems. Analyzes the needs of the user and recommends solutions to the telecommunications networks and systems. Analyzes existing implementations, conducts problem analyses, and develops solutions. Prepares detailed specifications and network designs for implementation of new technologies, new networks, and redesigned networks. Has a minimum of two years experience building and verifying network models with automated tools. Coordinates installation of hardware. Manages the telecommunications systems and services of vendors.

Minimum Education: B.S. in Engineering, Computer Science, Math, Business or equivalent technical training and experience.



## H.6 (Continued)

## (B) NETWORK ENGINEER

Minimum/General Experience: 3 to 5 years experience in the telecommunications industry.

Functional Responsibility: Under general supervision, evaluates designs and maintains existing or proposed telecommunication (data, voice, and video) systems. Analyzes the needs of the user and recommends solutions to the telecommunications networks and systems. Analyzes existing implementations, conducts problem analyses, and develops solutions. Prepares detailed specifications and network designs for implementation of new technologies, new networks, and redesigned networks. Has experience building and verifying network models with automated tools. Coordinates installation of hardware. Monitors the telecommunications systems and services of vendors.

Minimum Education: B.S. in Engineering, Computer Science, Math, Business or equivalent technical training and experience.

## (C) JR. ENGINEER

Minimum/General Experience: 3 or more years related experience.

Functional Responsibility: Under direct supervision, participates in designing or devising engineering solutions to address client needs. Assists in writing specifications and developing test plans for user requirements. Helps install, test, troubleshoot, and maintain telecommunication network designs, implementations and management. Is familiar with building and verifying network models with automated tools. Participates in network test functions.

Minimum Education: B.S. in Engineering, Computer Science, Math, Business or equivalent technical training and experience.

## (D) TECHNICAL WRITER

Minimum/General Experience: 4 or more years related experience demonstrating English skills, a general knowledge of PC use and types of standard business computer software programs.

Functional Responsibility: Work independently or under minimum supervision. From oral discussions or rough notes, organize and write technical materials for inclusion in manuals, technical papers, and training courses. Communicate the information clearly, concisely, and accurately. Be familiar with computer and telecommunications technology and terminology.

## H.6 (Continued)

Minimum Education: Bachelors Degree.

## H.7 GOVERNMENT FURNISHED RESOURCES

(A) The Government will provide telephone and FAX access, and desk facilities (to include PC and printer access), WAN access sufficient to support the auto-discovery and traffic analysis requirements at client facilities, and pertinent information/documentation sources as required to perform under the tasks issued against this contract.

(B) The Government will provide the Make Systems' modeling software, NetMaker XATM and support equipment necessary to perform the analysis of the client data networks, within the time frame of the action plan, at USDA facilities. The Government will provide the Visual Network's Visual UpTime™ products.

(C) Government furnished telephones are to be used for conducting official Government business only. Long distance or personal calls are prohibited.

(D) Government furnished documentation shall remain the sole property of the Government and shall be returned to the Government upon completion of the contract.

## H.8 PLACE OF PERFORMANCE AND TRAVEL REQUIREMENTS

The Contractor shall perform the efforts delineated in Section C and in each task order at the USDA facility in Fort Collins, Colorado (address below) to the maximum extent possible. Travel to other USDA and Government locations should be kept to a minimum and must be approved by the COTR. If travel is authorized by the COTR, the contractor shall be reimbursed in accordance with Federal Travel Regulations and Federal Acquisition Regulation 31.205-46. Travel shall be non-fee bearing.

Location of USDA Fort Collins facility:  
USDA / OCIO / NED  
2150 Centre Ave. Building A, Suite 210  
Fort Collins, CO 80526;  
Phone Number 970 295 5310  
Fax Number 970 295 5330

## H.9 PROHIBITED ACTIVITIES

The Contractor shall insure that its employees conduct only Government business related to performance of this contract while in the USDA facilities.

H.10 CONTRACTS WITH CONSULTING FIRMS FOR SERVICES

The Contractor hereby agrees that they will be prohibited from competing for future acquisitions by which previous knowledge (i.e., proprietary, procurement sensitive, or acquisition related information) has been obtained by performing services under task orders issued against this contract.

Prior to working on any task orders where such knowledge could be obtained, the contractor shall sign a Non-Disclosure Agreement.

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.arnet.gov/far](http://www.arnet.gov/far)

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUN 1999
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-3	CONVICT LABOR	AUG 1996

## I.1 (Continued)

NUMBER	TITLE	DATE
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR 1998
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	MAR 2000
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-13	BANKRUPTCY	JUL 1995
52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS	AUG 1987
52.244-2	SUBCONTRACTS	AUG 1998
52.245-1	PROPERTY RECORDS	APR 1984
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	APR 1984
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

## I.1 (Continued)

NUMBER	TITLE	DATE
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## I.2 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from \* through \*\* .  
\*date of award \*\*9/30/05
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

## I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
  - (1) Any order for a single item in excess of \$1,000,000.00;
  - (2) Any order for a combination of items in excess of \$1,000,000.00; or
  - (3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

## I.3 (Continued)

- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 10; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

## I.5 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

## (a) Method of payment.

- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
  - (i) Accept payment by check or some other mutually agreeable method of payment; or
  - (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

## (b) Mandatory submission of Contractor's EFT information.

- (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see

## I.5 (Continued)

paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the



## I.5 (Continued)

suspension.

- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
  - (i) Making a correct payment;
  - (ii) Paying any prompt payment penalty due; and
  - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
  - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
  - (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d)

## I.5 (Continued)

of this clause.

- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
  - (1) The contract number (or other procurement identification number).
  - (2) The Contractor's name and remittance address, as stated in the contract(s).
  - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
  - (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
  - (5) The Contractor's account number and the type of account (checking, saving, or lockbox).

## I.5 (Continued)

- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

## I.6 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

- (a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.
- (b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.
- (c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

## I.7 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

## (a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

## I.7 (Continued)

- (c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
  - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
  - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
  - (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

## I.8 52.246-20 WARRANTY OF SERVICES (APR 1984)

- (a) Definitions. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.
- "Correction," as used in this clause, means the elimination of a defect.
- (b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor 10 days. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.
- (c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to

I.8 (Continued)

this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

- (d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

THERE ARE NO ATTACHMENTS IN THIS DOCUMENT

## PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND  
OTHER STATEMENTS OF OFFERORSK.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING  
PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS  
(APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

## K.1 (Continued)

- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

## (a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

## (d) Taxpayer Identification Number (TIN).

☐ TIN:\_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:



## K.2 (Continued)

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

## (e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other\_\_\_\_\_.

## (f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS  
(MAR 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

## K.3 (Continued)

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this

## K.3 (Continued)

provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

## K.4 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____
_____	_____
_____	_____

K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS  
(MAY 1999) Alternate I (NOV 1999)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 7379.

## K.5 (Continued)

- (2) The small business size standard is \$18.0 million average annual receipts for an offeror's preceeding 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

## (b) Representations.

- (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.
- (4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
  - (i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
  - (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint

## K.5 (Continued)

venture:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

## (c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

## (d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

## K.5 (Continued)

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  
(FEB 1999)

The offeror represents that--

- (a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [ ] has, [ ] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

## K.7 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.8 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE  
REPORTING (OCT 1996)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--
  - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in

## K.8 (Continued)

section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulations; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.9 AGAR 452.222-70 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (JAN 1999) (DEVIATION)(USDA)

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212 (d)(i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on

K.9 (Continued)

Disabled Veterans and Veterans of the Vietnam Era), it has [ ], has not[ ], submitted the most recent report required by 38 U.S.C. 4212(d).

- (b) An offeror who checks "has not" may not be awarded a contract until the required report is filed.



SECTION L - INSTRUCTIONS, CONDITIONS, AND  
NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED  
BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)  
PROVISIONS

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE  
ACQUISITION (FEB 2000) Alternate I (OCT 1997)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before

## L.2 (Continued)

award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this

## L.2 (Continued)

solicitation; and

- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
  - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
    - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
    - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
    - (3) It is the only proposal received.
  - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

## L.2 (Continued)

- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
  - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
  - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
  - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
  - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
  - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

## L.2 (Continued)

- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
  - (1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
  - (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award.
  - (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
  - (2) The Government may reject any or all proposals if such action is in the Government's interest.
  - (3) The Government may waive informalities and minor irregularities in proposals received.
  - (4) The Government intends to evaluate proposals and award a

## L.2 (Continued)

contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
  - (i) The overall evaluated cost or price and technical

## L.2 (Continued)

rating of the successful offeror;

- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

## L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a time-and-materials contract resulting from this solicitation.

## L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Donna Lester

USDA, Office of Procurement,  
Property, & Emergency Prep.  
1400 Independence Ave, SW  
Washington, DC 20250-9852

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

## L.5 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

## L.6 AGAR 452.204-70 INQUIRIES (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the

## L.6 (Continued)

solicitation about any aspect of this requirement prior to contract award.

## L.7 AGAR 452.215-71 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND BUSINESS PROPOSALS (SEP 1999)

- (a) General Instructions. Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.
- (1) The proposal must include a technical proposal and business proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated.
  - (2) Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this RFP, must be clearly identified.
  - (3) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP.
  - (4) Offerors shall submit their proposal(s) in the following format and the quantities specified:
    - (a) 3 copies of the completed, signed offer (Sections A through K of the solicitation package)
    - (b) 3 copies of the technical proposal
    - (c) 3 copies of the business/cost proposal

## (b) Technical Proposal Instructions.

The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a



## L.7 (Continued)

thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. As a minimum, the proposal must clearly provide the following:

See Section L.9 ADDITIONAL PROPOSAL INSTRUCTIONS

## (c) Business Proposal Instructions.

## (1) Cost Proposal.

In addition to any other requirements for cost/pricing information required in clause FAR 52.215-20, Requirements for Cost or Pricing Data or Information Other Than Cost of Pricing Data (OCT 1997), the following is required:

See Section L.9 ADDITIONAL PROPOSAL INSTRUCTIONS

## (2) Business Proposal.

- (a) Furnish financial statements for the last two years, including an interim statement for the current year, unless previously provided to the office issuing the RFP, in which case a statement as to when and where this information was provided may be furnished instead.
- (b) Specify the financial capacity, working capital and other resources available to perform the contract without assistance from any outside source.
- (c) Provide the name, location, and intercompany pricing policy for other divisions, subsidiaries, parent company, or affiliated companies that will perform work or furnish materials under this contract.

## L.8 AGAR 452.215-72 AMENDMENTS TO PROPOSALS (FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed

## L.8 (Continued)

pages.

## L.9 ADDITIONAL PROPOSAL INSTRUCTIONS

The offeror shall submit three (3) copies of the proposal in accordance with the requirements in L.7 "Instructions for the Preparation of Technical and Business Proposals" and the following additional instructions:

(A) Technical Proposal - This portion shall address each of the following evaluation factors:

(1) Experience - Resumes shall be submitted to substantiate qualifications of all key personnel.

The contractor technical personnel offered for this contract should each have a minimum of one year, hands-on experience with the following software and systems:

NetMaker XATM  
Sun Microsystems Solaris OSTM  
Visual Networks Visual UpTimeTM  
Optimal Networks Application ExpertTM  
Network Associates SnifferTM  
Microsoft ProjectTM  
Microsoft PowerPointTM  
Microsoft Word TM

The contractor technical personnel offered for this contract should each have a minimum of one-year analysis experience with the Geographic Network Analysis Process and NRPTM.

The contractor documentation personnel offered for this contract should each have a minimum of one year experience in a networking organization and two years working experience with:

Microsoft ProjectTM  
Microsoft PowerPointTM  
Microsoft Word TM

(2) Past Performance - Offerors shall include three (3) references for same or similar work that has been performed. References for federal government work are preferred.

(3) Management Approach & Staffing of Positions - Offerors shall address this element as it relates to the description of work in Section C. Offerors shall also address the effects of workload fluctuation caused by the indefinite delivery, indefinite quantity contract type (e.g.,

## L.9 (Continued)

accessibility and retention of personnel).

(B) Cost Proposal - This portion shall include all pricing information. Pricing information consists of hourly rates requested in Section B for each labor category as well as an individual time-and-materials estimate for each of the mandatory tasks outlined in Section C. For evaluation purposes, the offeror shall submit a separate cost proposal for each of the mandatory tasks listed in Section C, paragraphs 3.1 through 3.7. The cost proposals for the mandatory tasks shall consist of proposed labor categories, loaded hourly rates, and estimated hours. Although not required with the submission of this proposal, offerors may be requested to provide a breakdown of their hourly rates (i.e., wages, overhead, fringe, G&A expenses, profit).

## SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED  
BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[www.arnet.gov/far](http://www.arnet.gov/far)

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)  
PROVISIONS

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 AGAR 452.216-72 EVALUATION QUANTITIES --  
INDEFINITE DELIVERY CONTRACT (FEB 1988)

To evaluate offers for award purposes, the Government will apply the offeror's proposed fixed-prices/rates to the estimated quantities included in the solicitation, and will add other direct costs if applicable.

## M.3 EVALUATION INSTRUCTIONS

Each offer shall be evaluated based on the following criteria listed in descending order of importance:

## (A) Technical Factors

- (1) Experience
- (2) Past Performance
- (3) Management Approach & Staffing of Positions

## (B) Cost Factors

- (1) Time-and-materials rates
- (2) Estimates for mandatory tasks

## M.3 (Continued)

Although cost is a less important evaluation factor, it will not be ignored. The degree of importance of the cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based, or when the cost is so significantly high as to diminish the value of the technical superiority to the Government.